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- 3. Defendant conducts business in the State of New Jersey and as such, personal jurisdiction is established.
 - 4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

PARTIES

- 5. Plaintiff is a natural person residing in Bridgeton, New Jersey.
- 6. Plaintiff is a "person" as that term is defined by 47 U.S.C. § 153(39).
- 7. Defendant is a lender with its principal place of business located at 1247 Broadway, Sonoma, CA 95476.
 - 8. Defendant is a "person" as that term is defined by 47 U.S.C. §153(39).
- 9. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

- 10. Plaintiff has a cellular telephone number that she has had for over a year.
- 11. Plaintiff has only used this number as a cellular telephone number.
- 12. Beginning in or before July 2015 and continuing through October 2015, Defendant called Plaintiff on her cellular telephone on a repetitive and continuous basis.
- 13. When contacting Plaintiff on her cellular telephone, Defendant used an automatic telephone dialing system and automatic and/or pre-recorded messages.
- 14. Plaintiff knew that Defendant was using an automatic telephone dialing system and automatic and/or pre-recorded messages because calls would with a pre-recorded message.
 - 15. Defendant's telephone calls were not made for "emergency purposes."

- 16. In early September 2015, Plaintiff revoked any consent previously given to Defendant to place telephone calls to her cellular telephone number by telling Defendant to stop calling her.
- 17. Defendant heard and acknowledged Plaintiff's revocation of consent and demand to stop calling her cellular telephone number.
- 18. Despite the above, Defendant persisted in calling Plaintiff on her cellular telephone for several weeks.

DEFENDANT VIOLATED THE TELEPHONE CONSUMER PROTECTION ACT

- 19. Plaintiff incorporates the forgoing paragraphs as though the same were set forth at length herein.
- 20. Defendant initiated multiple automated telephone calls to Plaintiff's cellular telephone using a prerecorded voice.
- 21. Defendant initiated these automated calls to Plaintiff using an automatic telephone dialing system.
 - 22. Defendant's calls to Plaintiff were not made for emergency purposes.
- 23. Defendant's calls to Plaintiff, after September 2015, were not made with Plaintiff's prior express consent.
- 24. Defendant's acts as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for Plaintiff's rights under the law and with the purpose of harassing Plaintiff.

- 25. The acts and/or omissions of Defendant were done unfairly, unlawfully, intentionally, deceptively and fraudulently and absent bona fide error, lawful right, legal defense, legal justification or legal excuse.
- 26. As a result of the above violations of the TCPA, Plaintiff has suffered the losses and damages as set forth above entitling Plaintiff to an award of statutory, actual and trebles damages.

WHEREFORE, Plaintiff, LISA SAVAGE, respectfully prays for judgment as follows:

- a. All actual damages suffered pursuant to 47 U.S.C. §227(b)(3)(A);
- b. Statutory damages of \$500.00 per violative telephone call pursuant to 47
 U.S.C. \$227(b)(3)(B);
- c. Treble damages of \$1,500 per violative telephone call pursuant to 47 U.S.C. §227(b)(3);
- d. Injunctive relief pursuant to 47 U.S.C. §227(b)(3); and
- e. Any other relief deemed appropriate by this Honorable Court.

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Plaintiff, LISA SAVAGE, demands a jury trial in this case.

CERTIFICATION PURSUANT TO L.CIV.R.11.2

I hereby certify pursuant to Local Civil Rule 11.2 that this matter in controversy is not subject to any other action pending in any court, arbitration or administrative proceeding.

Respectfully submitted, By: /s/ Amy L. B. Ginsburg Dated: March 30, 2017 Amy L. B. Ginsburg, Esquire Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, Pennsylvania 19002 Phone: (215) 540-8888 Facsimile: (877) 788-2864 Email: aginsburg@creditlaw.com